

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN**

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TRI-NORTH BUILDERS, INC.  
2625 Research Park Drive  
Fitchburg, WI 53711

Plaintiff,

MADISON RIMROCK LODGING INVESTORS I, LLC  
1600 Aspen Commons, Suite 200  
Middleton, WI 53562-4770

Case No.

Involuntary Plaintiff,

v.

THE CINCINNATI INSURANCE COMPANY  
6200 S. Gilmore Road,  
Fairfield, OH 45014

STEADFAST INSURANCE COMPANY  
1299 Zurich Way  
Schaumburg, IL 60196

Defendants.

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**NOTICE OF REMOVAL**

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PLEASE TAKE NOTICE that Defendant, THE CINCINNATI INSURANCE COMPANY (“CINCINNATI”), by and through their attorneys, Leahy Eisenberg & Fraenkel, Ltd. hereby removes to this Court, Case No. 2020-CV-000918 from the Circuit Court of Dane County, Wisconsin, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446 and, in support thereof, states as follows:

1. Plaintiff TRI-NORTH BUILDERS, INC. (“TRI-NORTH”) commenced a civil action against CINCINNATI and STEADFAST INSURANCE COMPANY (“STEADFAST”) on

or about April 21, 2020 by filing a Complaint in the Circuit Court of Dane County, Wisconsin. As set forth further below, this case is properly removed to this Court pursuant to 28 U.S.C. 1441 because CINCINNATI has satisfied the procedural requirements for removal and this Court has subject matter jurisdiction pursuant to 28 U.S.C. 1332.

**I. DEFENDANT HAS SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL**

2. CINCINNATI was first served with the Complaint on April 22, 2020. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely filed because it has been filed within thirty (30) days of service.

3. The Circuit Court of Dane County is located within the Western District of Wisconsin. Venue is thus proper, pursuant to 28 U.S.C. § 1441(a) because this is the district “embracing the place where such action is pending.”

4. No previous application has been made for the relief requested herein.

5. Pursuant to 28 U.S.C. § 1446(b)(2)(A), all defendants have consented to the removal of the action.

6. Pursuant to 28 U.S.C. § 1446(a), a complete copy of the Complaint is attached hereto as Exhibit 1. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon counsel for Plaintiff and a copy is being filed with the clerk of the Circuit Court of Dane County, Wisconsin.

**II. REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION PURSUANT TO 28 U.S.C. §§ 1332 AND 1441.**

7. As set forth below, the case is subject to removal under 28 U.S.C. §§ 1332(a) and 1441(b) because there is complete diversity of parties and the matter in controversy exceeds \$75,000.00.

A. **THERE IS COMPLETE DIVERSITY OF PARTIES PURSUANT TO 28 U.S.C. §§ 1332(a)(1).**

8. Plaintiff, TRI-NORTH, is a Wisconsin Corporation with its corporate headquarters located Fitchburg, Wisconsin. (Compl. ¶ 1). Plaintiff, therefore, is deemed a citizen of Wisconsin for the purposes of 28 U.S.C. § 1332.

9. Defendant, CINCINNATI, is an Ohio company with its corporate headquarters located in Fairfield, Ohio. CINCINNATI, therefore, is deemed a citizen of Ohio for the purposes of 28 U.S.C. § 1332.

10. Upon information and belief, Defendant, STEADFAST, is a Delaware corporation with its principal place of business located in Schaumburg, Illinois. STEADFAST, therefore, is deemed a citizen of Delaware and/or Illinois for the purposes of 28 U.S.C. § 1332.

11. Based on the foregoing, each party is a citizen of a different state. Thus, complete diversity of citizenship exists pursuant to 28 U.S.C. § 1332(a)(1).

B. **THE AMOUNT IN CONTROVERSY EXCEEDS 1 MILLION DOLLARS.**

12. Plaintiff alleges that CINCINNATI's is contractually responsible and must provide coverage under the Cincinnati Policy for TRI-NORTH's losses related to the trapped moisture in the hotel walls, including the costs of mitigation and remediation. (Compl. ¶ 29).

13. Plaintiff alleges that as a result of CINCINNATI's denial of coverage, CINCINNATI is in material breach of CINCINNATI's obligations to TRI-NORTH under the Cincinnati Policy. (Compl. ¶ 32).

14. Assuming, solely for the sake of establishing removal jurisdiction, that Plaintiff's allegations are true, TRI-NORTH claims it has been damaged in the amount of \$1,347,680.71 as a direct and proximate result of CINCINNATI's material breach. (Compl. ¶ 33).

15. Based on the foregoing, the amount in controversy requirements of 28 U.S.C. § 1332(a) are met, as the amount exceeds \$75,000.00

WHEREFORE, for the foregoing reasons, CINCINNATI respectfully requests that this Court remove this case from the Circuit Court of Dane County to this Court pursuant to 28 U.S.C. §§ 1332, 1441, and 1446.

Dated this 12<sup>th</sup> day of May, 2020.

Respectfully Submitted,

**THE CINCINNATI INSURANCE COMPANY**

By: /s/ David I. Walters  
David I. Walters (State Bar No. 1119118)

LEAHY, EISENBERG & FRAENKEL, LTD.  
David I. Walters  
33 W. Monroe Street, Suite 1100  
Chicago, Illinois 60603  
Tel: (312) 368-4554  
Fax: (312) 368-4562  
E-mail: [diw@lef ltd.com](mailto:diw@lef ltd.com)